

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: El Paso Water Utilities

AGENDA DATE: 07/12/05

CONTACT PERSON/PHONE: El Paso Water Utilities, Fred Loweree, (915) 594-5501

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: Personal Services Contract for IT Personnel

BACKGROUND / DISCUSSION:

Renewal of IT Contracts.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? If so, when?

No

AMOUNT AND SOURCE OF FUNDING:

Already funded for FY/05

Fund Source: 702-730

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*******REQUIRED AUTHORIZATION*******

LEGAL: (if required) _____

FINANCE: (if required) _____

OTHER: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Contract between the **CITY OF EL PASO** and **EDGARDO CHACON**, to assist the El Paso Water Utilities as a Network Administrator at an hourly rate of \$29.18 for 40 hours per week. The term of the contract shall be for the period of July 20, 2005 through July 19, 2006.

APPROVED this _____ day of July, 2005.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Robert D. Andron
General Counsel, EPWU

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **EDGARDO CHACON**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a Network Administrator; and,

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas. Contract Employee agrees to adhere to all relevant rules and policies of the El Paso Water Utilities.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 20, 2005 and be completed by July 19, 2006.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid hourly at the rate of Twenty-Nine and 18/100 Dollars (\$29.18) for forty (40) hours per week. Employee is classified as an exempt employee under the FSLA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not

currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. AMENDMENT OF AGREEMENT. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or pursuant to any City Ordinance authorizing contract amendments.

5. LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contract Employee is in breach of this contract, the contract may be terminated immediately upon written notification to the Contract Employee of the cause for termination. As a member of the unclassified services for the City, Employee is subject to removal from his or her position pursuant to Section 6.2-3 of the Charter. Employee acknowledges that Employee has no right of appeal with respect to termination of his or her employment.

9. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

10. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
El Paso Water Utilities Department
Attn: General Manager
1154 Hawkins Boulevard
El Paso, Texas 79925

EMPLOYEE: Edgardo Chacon

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this _____ day of July, 2005.

CITY OF EL PASO, TEXAS:

EMPLOYEE:

Joyce A. Wilson
City Manager

Name: Edgardo Chacon
SSN:

Approved as to Content:

Approved as to Form:

Edmund G. Archuleta
EPWU General Manager

Robert D. Andron
General Counsel, EPWU

ATTACHMENT A SCOPE OF DUTIES STATEMENT

NETWORK ADMINISTRATOR

(EPWU CONTRACT POSITION)

Summary

Under direction, plan, develop, supervise and control computer networks and other data communication devices of a large and complex municipal department and provide the administration and technical support of application and network software.

Typical Duties

Manage the Local Area Network (LAN) and Wide Area Network (WAN). Involves: planning, designing and developing specifications and standards for existing and proposed desktop and LAN/WAN communication services; ensuring that communications access, security, printing services, operating systems, electronic mail, desktop applications and others function properly and adhere to established standards.

Assist users and maintain the LAN/WAN. Involves: providing technical support for communications equipment, network server systems and related software; scheduling preventive and emergency maintenance for the network with minimal disruption to users when maintaining, troubleshooting, installing and servicing the LAN/WAN; maintaining network inventories and network backup procedures.

Perform network system functions. Involves: adding users; defining, establishing and enforcing security access to data; identifying device access paths and availability; configuring network hardware; customizing applications to ensure proper functioning in a network environment.

Monitor network performance. Involves: measuring computer, server and network resource performance and availability; using system software analysis programs and preparing reports of the analysis; analyzing traffic flow and volume on the networks; and adjusting network parameters to improve performance, minimize transmission errors and data collisions, and optimize user response times.

Perform supervisory and administrative work. Involves: supervising, training and evaluating assigned personnel; enforcing established rules and regulations, standards of conduct, work attendance and safe working practices and procedures; maintaining an inventory and accounting of the network equipment, configuration control, supplies and software; ensuring efficient use and allocation of network resources; monitoring, compiling and analyzing network expenses and providing regular written reports of network costs, performance and operations; work in concert with the database administrator to ensure optimum performance of the network and database applications.

Perform related network administration duties as required.

EDGAR CHACON

Proven IT Professional With Experience In Management

SUMMARY OF QUALIFICATIONS

- 15 years experience in the Information Technology field with expertise in Management.
- Successful in meeting new technical challenges and finding solutions.
- Hard working individual with intercommunications skills to work at all levels of the organization.
- Proficient skills in team building and leadership, budget analysis, and solid management skills.
- Strong background in networks and telecommunications.

EMPLOYMENT EXPERIENCE

El Paso Water Utilities Network Administrator

January 1997 to Present

Manage Wide Area Network that includes servers, PC's, printers and other peripherals for the entire Utility. Responsible for major Data and communication systems, such as; Customer Information System, Avaya Voice over IP Telephone System, E-mail, and Novell 4.2 file and print systems. Plan, manage, and perform system upgrades on all network and computer systems. Responsible for network security, Internet firewall, VPN's, and anti-virus solutions. Maintain and upgrade all network routers, switches, wireless bridges, and cabling. Responsible for the Utility's Help Desk. Supervise IT Staff including PC/LAN Specialists. Responsible for procuring all of the Utilities Computer related equipment such as: Servers, PC's, Printers, Monitors, and Laptops. Evaluate, recommend, and procure all computer software. Perform network backups on all major systems. Responsible for all Satellite and video conferencing for the Utility. Support all Audio/Visual systems. Involved in several major construction projects for the Utility which include the Upper Valley Water Treatment Plant, Central Lab, and the Desalination Plant.

El Paso Water Utilities Programmer Analyst

September 1996 to January 1997

Documentation of current Customer Information Systems. Analyzed work procedures. Planning for future Customer Information System implementation.

El Paso Water Utilities Departmental Computer Specialist

August 1994 to September 1996

Implement procedures for information systems. Install, program and troubleshoot personal computer systems and network servers. Provide training to employees in the use of computer systems and software such as E-mail, spreadsheets, word processing and online applications.

Maintain and secure data files. Assist employees in correcting problems associated with computer hardware and software. Network responsibility and duties includes working with Novell 4.1 network operating system, creating and deleting users on the network. Create printer queues for the sharing of printers. Manage network files (i.e., backup and restore data files, delete files). Knowledgeable in Novell 3.x and 4.x, TCP/IP, Windows 95 and below. Assist in maintaining EPWU's PBX, (AT&T's Definity system) and AUDIX

**El Paso Water Utilities
Computer Programmer I**

October 1990 to December 1993

Wrote and maintained computer programs written in COBOL, Assembler and RPG for online user applications such as payroll, inventory, general accounting, Customer Service and file maintenance. Configure telecommunications using VTAM, SNA for IBM 3270 terminal and PC's linked to IBM 9370 mainframe. Set up terminals and P.C.'s and other hardware. Advised and trained personnel on new applications. Prepared flowcharts and other documentation. Advised management on new technology by attending seminars.

February 1990 to September 1990

Computer Operator - Ran and maintained IBM 9775 mainframe computer. Other peripheral equipment operated were tape drives, printers, card reader and DASD. Started on-hand experience training in programming with simple reports and procedures.

EDUCATION

BS in Management/Computer Information Systems
Park College - Fort Bliss
Graduated spring 1997

Associates Degree in Data Processing - Programming
El Paso Community College, El Paso, Texas
Graduated December 1987. Dean's Honor list

University of Texas at El Paso
Attended from 1979 to 1982
Relevant course work:

Programming in COBOL	Assembler Programming
Systems Programming	Programming in Fortran
Advanced Programming Languages	

SPECIAL SKILL AND ACTIVITIES

Exchange 5.5, Exchange 2003, Netware 4.2, Windows Server 2000, Window XP and below
Router, firewall, and switch configuration (CISCO IOS)
AIX UNIX, Storserver management
AVAYA Definity system (VOIP)
A/V Nerd

Ability to communicate well with both technical and non-technical personnel.